



**Health Services**  
LOS ANGELES COUNTY

June 19, 2007

**Los Angeles County  
Board of Supervisors**

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Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**Robert G. Splawn, MD**  
Senior Medical Director

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*To improve health  
through leadership,  
service and education.*



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The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EMERGENCY AND DISASTER MANAGEMENT  
AGREEMENT OF THE REDDINET EMERGENCY  
COMMUNICATIONS SYSTEM WITH THE HOSPITAL  
ASSOCIATION OF SOUTHERN CALIFORNIA  
(All Districts) (3 Votes)**

CIO RECOMMENDED: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign an Agreement, substantially similar to Exhibit I, with the Hospital Association of Southern California (HASC) for Emergency and Disaster Management of the ReddiNet Emergency Communications System (ReddiNet), effective July 1, 2007 through June 30, 2012, at a total estimated program cost of \$946,955 for the period effective July 1, 2007 through June 30, 2012, partially offset by grant funding from the Hospital Preparedness Program (HPP) in the amount of \$644,412, with a net County cost of \$302,543.
2. Delegate authority to the Director of Health Services, or his designee, to sign subsequent amendments to adjust services, effective upon agreement by the parties of any adjusted services through June 30, 2012, subject to review and approval by the Chief Administrative Office, County Counsel, Chief Information Officer, and notification of the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Board approval of the recommended actions is to provide ongoing support for the ReddiNet, a computerized communications system for emergency and disaster management services between the County Medical Alert Center (MAC), as the Central Point, and 81 private and County hospitals.

FISCAL IMPACT/FINANCING

The total estimated County maximum obligation is \$946,955 for the period effective July 1, 2007 through June 30, 2012, partially offset by grant funding from HPP in the amount of \$644,412, with a net County cost of \$302,543 (Attachment B, Reddinet Fee Schedule, Fiscal Years 2007 through 2012). Funding for this Agreement is included in the Department's Fiscal Year 2007-08 Proposed Budget, and will be requested in future fiscal years.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The ReddiNet, which has been operating since January 19, 1989, is a computerized communications system utilizing a computer controlled microwave linkage between the MAC, as the Central Point, and 81 private and County hospitals including King-Harbor, Harbor-UCLA, LAC+USC, and Olive-View UCLA Medical Centers, Rancho Los Amigos National Rehabilitation Center and High Desert Health System.

On December 7, 2002, the Board approved a replacement agreement, contract No. H-207963, in order to continue HASC's ReddiNet services, effective January 1, 2003 through June 30, 2005.

On subsequent occasions the Board approved amendments to the Agreement, with the most recent Amendment No. 4 approved on June 20, 2006, to continue providing support for the ReddiNet effective July 1, 2006 through June 30, 2007.

On December 27, 2006, the Board approved Amendment No. 5 for a 6.3% fee increase for terminal maintenance fees for additional costs incurred by HASC for microwave repeater site leases, staffing, equipment replacement and upgrades, and software maintenance.

ReddiNet is utilized on an ongoing basis to: 1) monitor the diversion status of the workload effecting emergency departments to determine the most appropriate hospital to which a 9-1-1 ambulance patient will be transported; 2) inform hospitals of incoming 9-1-1 patients; and 3) transmit and receive information from hospitals during a disaster.

ReddiNet provides an invaluable tool for determining the real time status of emergency departments throughout the County. This information is readily available to paramedic base hospitals and is used to determine the most appropriate hospital to which a 9-1-1 patient is transported. All paramedic base hospitals, including Harbor-UCLA, LAC+USC, and Olive-View UCLA Medical Centers, are required to install and maintain ReddiNet. Hospitals not equipped with ReddiNet are not permitted to divert paramedic 9-1-1 patients. Other entities which utilize ReddiNet include paramedic ambulances for the Los Angeles City Fire Department, Los Angeles City Fire Dispatch, Verdugo Dispatch and the Los Angeles County Emergency Operations Center. ReddiNet provides for the broadcasting of information to hospitals of suspected bioterrorism activity that could impact their emergency departments. Suspected agents, decontamination procedures and treatment protocols can be transmitted on ReddiNet.

The Agreement includes extended services to DMH for the Psychiatric Diversion Program for emergency psychiatric care through the use of a Departmental Service Order.

Based on the position of HASC, the Agreement provides for mutual indemnity and a limitation on HASC's damages to any applicable claim in each contract year to the amount payable by the County for that contract year, if the claim amount is not satisfied by HASC's insurance coverage limits and HASC must make up the difference, or if the claim is excluded from HASC's insurance policies and responsibility for payment lies solely with HASC.

The Agreement may be terminated by either party with the provision of 90 days prior written notice. The Agreement is to be reviewed and approved by the Chief Information Officer prior to execution.

Attachments A and B provide additional information.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

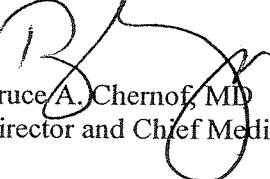
The ReddiNet System was designed and developed by HASC under a sole source agreement with the County. ReddiNet System is the only product that provides a redundant communication (radio and Internet) that provides a greater fault tolerant system. The Department is not aware of any other vendors that provide system which provides the same benefit of rapid response in the event of a disaster to enable hospitals to divert patients to other hospitals with available beds. There are no other vendors providing dual communication protocols that are essential for an emergency communication system. The system is a network system and has proven effective since its implementation in 1988.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Renewal of this agreement will help ensure the ability of a reliable countywide emergency and disaster management communications system with hospitals and associated emergency service providers, and strengthen the County's emergency services and improve readiness in the event of a major disaster.

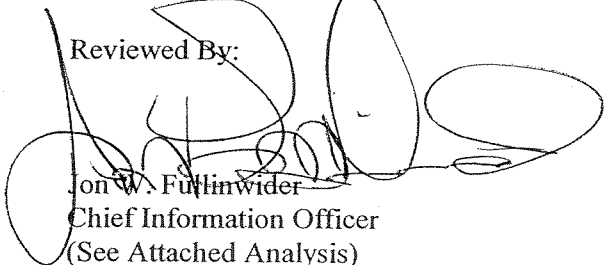
When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

  
Bruce A. Chernof, MD  
Director and Chief Medical Officer

BAC:cm  
Reddinet Emergency Communication System.wpd

Reviewed By:

  
Jon W. Fullinwider  
Chief Information Officer  
(See Attached Analysis)

Attachments

- c: Chief Administrative Officer
- County Counsel
- Executive Officer, Board of Supervisors
- Auditor-Controller
- Chair, Emergency Medical Services Commission
- Health Care Association of Southern California

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE

A computerized communications system for emergency and disaster management services between the County Medical Alert Center (MAC), as the Central Point, and 81 private and County hospitals.

2. AGENCY ADDRESS AND CONTACT PERSON

Hospital Association of Southern California  
515 S. Figueroa Street, Suite 1300  
Los Angeles, California 90071  
Attention: Cathy Winans, Senior Vice President  
Telephone: (213) 538-0700 Fax: (213) 629-4272  
Email: cwinans@hasc.org

3. TERM

Effective July 1, 2007 through June 30, 2012.

4. FINANCIAL INFORMATION

The total estimated County maximum obligation is \$946,955 for the period effective July 1, 2007 through June 30, 2012, partially off-set by grant funding from the Hospital Preparedness Program in the amount of \$644,412, with a net County cost of \$302,543 (Attachment B, ReddiNet Fee Schedule Fiscal Years 2007 through 2012).

Funding for this Agreement is included in the Department's Fiscal Year 2007-08 Proposed Budget and will be requested in future fiscal years.

5. PRIMARY GEOGRAPHIC AREAS TO BE SERVED

Countywide

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING

Cathy Chidester, Acting Director, Emergency Medical Services

7. APPROVALS

Emergency Medical Services: Carol Meyer, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Edward A. Morrissey, Senior Deputy County Counsel

Chief Information Office: Earl Bradley



**REDDINET NEW AGREEMENT**  
**SUMMARY OF FEES**  
**FISCAL YEAR(S) 2007-2012**

ATTACHMENT B  
Page 3 of 3

	DHS Facilities Terminal (NCC)	DHS Licencense Fee (NCC)	DMH	Total NCC	Consultant Trainer (HPP)	Maximum Obligation
<b>FY 2007-08</b>						
(Year 1) Subtotal	32,585	22,376	11,700	66,661	118,976	185,637
<b>FY 2008-09</b>						
(Year 2) Subtotal	33,889	9,491	12,168	55,548	123,735	179,283
<b>FY 2009-10</b>						
(Year 3) Subtotal	35,244	9,871	12,655	57,770	128,684	186,454
<b>FY 2010-11</b>						
(Year 4) Subtotal	36,654	10,266	13,161	60,080	133,832	193,912
<b>FY 2011-12</b>						
(Year 5) Subtotal	38,120	10,676	13,687	62,484	139,185	201,669
<b>Total</b>	<b>176,492</b>	<b>62,679</b>	<b>63,371</b>	<b>302,543</b>	<b>644,412</b>	<b>946,955</b>
				<b>Total Net County Cost</b>	<b>Total HPP</b>	<b>Total Estimated Maximum Obligation</b>

# CIO ANALYSIS

## DEPARTMENT OF HEALTH SERVICES EMERGENCY MANAGEMENT SYSTEMS (EMS) REDDINET EMERGENCY COMMUNICATIONS SYSTEM AGREEMENT WITH HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA (HASC)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

**Contract Type:**

☐ New Contract ☐ Contract Amendment ☐ Contract Extension  
☒ Sole Source Contract ☐ Hardware Acquisition ☒ Other: Renewal Agreement

New/Revised Contract Term: Base Term: 5 Yrs # of Option Yrs: None

**Contract Components:**

☒ Software License ☐ Hardware ☐ Telecommunications  
☒ Professional Services

Project Executive Sponsor: Cathy Chidester, Acting Director, DHS-Emergency Medical Services

**Budget Information :**

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$946,955
Aggregate Contract Amount	\$946,955

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? Of the \$946,955 maximum contract amount, \$644,412 (approximately 68%) is offset with grant funding.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

**Project/Contract Description:**

The Department of Health Services (DHS) is requesting your Board delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign the ReddiNet Emergency Communications System Agreement with the Hospital Association of Southern California (HASC) for the provision of software and support/maintenance services for enhanced emergency and disaster management capabilities provided to the Department's Emergency Medical Services Agency (EMSA) through use of HASC's proprietary ReddiNet System.

**Background:**

The ReddiNet System, implemented in January 1989, is a networked messaging system between the EMSA's Medical Alert Center (MAC) as the Central Point and eighty-one (81) hospitals, including the six (6) County-operated hospitals in Los Angeles County. The original agreement with HASC, which was approved by the Board on May 5, 1998, provided for licensing of the ReddiNet System software as well as ongoing support/maintenance services at the County-operated hospitals and MAC. Subsequently, your Board renewed the agreement (effective January 1, 2003 through June 30, 2007) to continue the software licensing and support services at these County facilities.

The proposed agreement, if authorized by your Board, will allow for continued software licensing and support/maintenance services for extended emergency and disaster management through use of the ReddiNet System.

The ReddiNet System provides emergency and disaster communications with the MAC and 81 private and County-operated hospitals within the County. The system is used to monitor hospitals' emergency department diversion status and is accessed on a daily basis by hospitals and paramedics to determine hospital ER availability for 9-1-1 ambulance patients. The system is also used to transmit and receive information from hospitals and the MAC during major county disasters involving multiple victims (such as the recent Glendale Metrolink incident) to determine ER availability and to transport the victims accordingly.

**Project Metrics**

This is primarily a software license and maintenance agreement for an existing operational system and the metric is that the system will continue to operate reliably. Software modifications payments are contingent on meeting contract-defined business and technical specifications. HASC is also planning to release a major system upgrade, shortly after this renewal agreement is put into place. That major upgrade is included under this contract and will provide significant functionality improvements over the current system.

### **Impact If Proposal Is Not Approved**

The ReddiNet System is proprietary software and there is no other source of maintenance support. DHS' disaster response capability would be severely compromised if this contract is not renewed, because emergency departments and the MAC would be unable to communicate ER availability status.

### **Alternatives Considered:**

The ReddiNet System is the only emergency and disaster communications system network linked to the County's hospitals and is critical to effective emergency and disaster management across the County of Los Angeles. There are no other vendors that can provide the system modifications and maintenance currently provided by the ReddiNet technical staff. Although there are other systems that provide similar functionality in use in other areas of the country, none have been found to provide the level of functionality available with the ReddiNet System and it would take a considerable amount of time (at least 6 months) and effort to transition from the ReddiNet System to some other product. Moving to another system is really not a viable alternative at this time.

### **Project Risks:**

As of this writing, the parties are still negotiating some of the terms and conditions of this renewal agreement. Assuming the parties reach agreement as currently proposed by the Department, this project presents little risk, if any, to the County. The parties have been engaging in extensive negotiations and although they appear to have reached concurrence on the most critical terms and conditions of the agreement (insurance, indemnification, pricing, etc.), they have not yet reached agreement on a number of operative provisions of the statements of work and other contract attachments, including those that address the specific responsibilities for each of the parties under the agreement.

### **Risk Mitigation Measures:**

None required, if the parties reach agreement as currently being proposed by the Department (or substantially similar thereto).

### **Financial Analysis:**

The total County maximum obligation under this renewal agreement is **\$946,955** for the period effective July 1, 2007 through June 30, 2012. The funding for contract amount of this agreement is offset by **\$644,412** in federal grant funding from Health Resource and Services Administration (HRSA) and Centers for Disease Control (CDC), yielding a net County cost of **\$302,543**, **\$63,371** of which constitutes a chargeback by DHS to the Department of Mental Health for their use of the ReddiNet System.

### **CIO Concerns:**

Although the parties appear to be very close in reaching agreement on this contract, there continue to be issues concerning the specific obligations of the vendor under the agreement that remain unresolved at this time. If the parties reach agreement as currently proposed by the Department (or substantially similar thereto), there would be no concerns by this office.

**CIO Recommendation:**

In light of the critical nature of the ReddiNet System and the functionality it provides both during major disasters and on a day-to-day emergency response basis, notwithstanding the fact that the parties have not yet reached final agreement as to all provisions of the contract, I am recommending approval of the agreement. It appears that the most critical provisions of the contract have been agreed to by the parties (indemnification, insurance, pricing, etc.) and that not much is likely to change in any substantive manner between now and the time final agreement is reached between the parties, I am confident that the final agreement will be in the best interests of the County and would therefore recommend your approval. If, however, there are any terms or conditions that appear to be unduly onerous to the County or appear to jeopardize the County in any way, we will immediately bring that to the attention of your Board.

My staff continues to participate with DHS in an advisory capacity in the discussions and negotiations with the vendor regarding the unresolved issues.

**CIO APPROVAL**

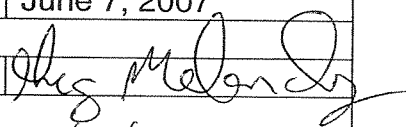
Date Final Documents Received:	June 12, 2007
Prepared by:	Earl Bradley
Date:	June 7, 2007
Approved:	
Date:	6/12/2007

EXHIBIT I

CONTRACT NO. H-\_\_\_\_\_

**EMERGENCY AND DISASTER MANAGEMENT SERVICES AGREEMENT**

**REDDINET® EMERGENCY COMMUNICATIONS SYSTEM**

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EXHBIT E	-	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
EXHBIT F	-	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
EXHBIT G	-	CONTRACTOR'S EEO CERTIFICATION

Contract No. H-\_\_\_\_\_

**EMERGENCY AND DISASTER MANAGEMENT SERVICES AGREEMENT**

**REDDINET® EMERGENCY COMMUNICATIONS SYSTEM**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007,

By and between

COUNTY OF LOS ANGELES (hereafter  
"County")

and

HOSPITAL ASSOCIATION OF  
SOUTHERN CALIFORNIA (hereafter  
Contractor").

WHEREAS, Contractor has established the ReddiNet® computerized  
emergency communications network to provide an emergency communications link with  
all participating hospitals (collectively, the "ReddiNet® System"); and

WHEREAS, County's Emergency Medical Services ("EMS") Agency is the  
designated communication coordination point ("Coordination Point") for the ReddiNet®  
System in Los Angeles County; and

WHEREAS, Contractor is a hospital trade association with the technical and  
centralized resources which enables it to effectively administer ReddiNet® System-wide  
support; and

WHEREAS, County wishes to participate in the ReddiNet® System subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree hereto as follows:

1. TERM: The term of the agreement shall commence and become effective July 1, 2007 and shall continue in full force and effect to and including June 30, 2012, unless sooner terminated, revoked, or cancelled pursuant to the terms of this Agreement. Notwithstanding the above, the term of this Agreement may be extended by the Director of County Department of Health Services ("Director") beyond the stated expiration date of June 30, 2012, for a period not to exceed six (6) months upon mutual agreement in writing between Director and Contractor. All provisions in effect on June 30, 2012, shall remain in effect for the extension period. If Director and Contractor fail to mutually agree in writing to extend the Agreement term as of the expiration date of June 30, 2012, then the Agreement shall expire on such date.

2. DESCRIPTION OF SERVICES AND RESPONSIBILITIES:

A. Responsibilities of Contractor:

(1) Contractor shall provide the licensed ReddiNet® System software to County and provide the training, maintenance and support in connection with such software as specified in Exhibit A and Exhibit B Scope of Work: Service Level Agreement for Hardware, ("Exhibit A, Hardware"), and Software License, ("Exhibit B, Software License"), respectively, attached hereto and incorporated by reference.

(2) Contractor shall install, support and maintain ReddiNet® software and provide County with access to the ReddiNet® software as specified in *Exhibit B, Software License*, attached hereto and incorporated by reference.

B. Responsibility of County/Department:

(1) County shall compensate Contractor for all work performed under this Agreement, as specified in *Exhibit A, Hardware*, and *Exhibit B, Software License*, attached hereto and incorporated by reference, up to the effective date of termination.

3. MAXIMUM COUNTY OBLIGATION: County's maximum payment obligation for Contractor's services provided hereunder, a total of \$949,955 for the term of the Agreement, partially off-set by grant funding from the *Hospital Preparedness Program* ("HPP"), Exhibit D-1, in the amount of \$644,412, and, with a net County cost of \$302,543 shall not exceed the sum of the total dollar amount in *Exhibit C, Fees: Terminal Management and Software License*, and *Attachment I-C Fee Schedule*, attached hereto and incorporated by reference.

4. BILLING AND PAYMENT: Payment for the activities is identified in *Exhibit C, Fees: Terminal Management and Software License*, and *Attachment I-C Fee Schedule*, attached hereto and incorporated by reference.

5. MUTUAL INDEMNIFICATION AND CONTRACTOR' LIMITATION OF LIABILITY: Each party shall indemnify, defend, and hold the other harmless (including its Special Districts, elected and appointed officers, shareholders, representatives, affiliates, directors, employees, and agents) from and against any and all liability,

including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from any injury or damage to any person or property arising from and/or relating to this Agreement.

A. Notwithstanding any other provision in this Agreement, with respect to any matter (1) subject to indemnification by the Contractor under this section and/or, (2) from which a claim, suit or other action may arise by County against the Contractor, is also covered under any one or more of the types of insurance coverage maintained by the Contractor pursuant to section 7, INSURANCE COVERAGE REQUIREMENTS, including, without limitation, Professional Liability, the County (or Contractor if County is not listed as an additional insured party as applicable), shall be entitled to full coverage by Contractor's insurer(s) up to the limits set forth in Section 7 of this Agreement, including, without limitation, \$1,000,000 per occurrence and \$3,000,000 aggregate for Professional Liability.

B. In the event a matter arises which is subject to indemnification by Contractor or a matter arises from which a claim, suit or other action may arise by County against Contractor, and such matter is covered by Contractor's insurer(s) as described in this section, Contractor agrees to faithfully and diligently tender such matter and pay any applicable deductible to its insurer(s).

C. Subject to subsections A above and D below of this Section INDEMNIFICATION, the parties agree that Contractor's liability for any and all damages related to the ReddiNet System or otherwise under this Agreement for any particular contract year shall be limited to an amount not in excess of the

total fees payable by County for that year as set forth in Attachment B, excluding all payments by Contractor of applicable insurance deductibles. Upon expiration of this Agreement, the Contractor's liability for any and all damages related to the ReddiNet System or otherwise under this Agreement for any succeeding twelve months shall be limited to an amount not in excess of the total fees payable by County for the final contract year, excluding all payments of applicable deductibles.

D. In the event of Contractor's failure to maintain continuous insurance coverage in accordance with the terms of this Agreement, Contractor's limitation of liability under this section shall be increased by an amount equal to that which County (or Contractor if County is not listed as an additional insured party as applicable) would have been able to recover from Contractor's insurer if Contractor had maintained insurance in accordance with the insurance coverages required hereunder.

6. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be

provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the Insurance Coverage Requirements Paragraph 7 hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Contract Administrator, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, CA 90012-2659; prior to commencing services under this Agreement, such certificate or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty 30 calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its

Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits:

Contractor shall report to County:



(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager and/or liaison.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall be in material breach.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7. INSURANCE COVERAGE REQUIREMENTS

A. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

Such coverage also shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees.

B. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

E. No Policy Limitations: Contractor agrees that its insurance policies shall not include any provision which would reduce the limits of insurance provided to the Contractor, or to the County, to an amount less than required amounts set forth in this section.

8. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes,

or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the employees solely of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any such person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. No Policy Limitations: Contractor agrees that its insurance policies shall not include any position which would reduce the limits of insurance provided to the Contractor, or to the County, to an amount less than required amounts set forth in this section.

9. LICENSES AND COMPLIANCE WITH APPLICABLE LAW: In addition to Paragraph 43 of this Agreement, Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law, including and without limitation, the licensing of ReddiNet software, and other related software, if any, for provision of services hereunder. Contractor shall further ensure that all its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law, which are applicable to the Contractor's performance under this Agreement. Contractor shall further comply with all Federal, State, and local laws, ordinances, regulations, and directives applicable to its performance hereunder.

10. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

11. COUNTY'S QUALITY ASSURANCE PLAN: Director may evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation may include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may pursue remedies as specified in Agreement.

## 12. RECORDS AND AUDITS

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder.

B. Financial Records: Contractor agrees that it shall maintain and store all records pertaining to this Agreement in accordance with generally accepted accounting principles. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and in either case made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder.

Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit

is conducted of Contractor by any federal or State auditor, or any third party auditor on behalf, or at the request of, any Federal or State entity. Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall reasonably cooperate with County's representatives. Contractor shall allow County representatives reasonable access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. In conducting any such audit/compliance review, County shall not unreasonably interfere or unreasonably disturb Contractor's regular business operations, County shall comply with all reasonably security requirements of Contractor and all information which comes to County's attention shall be Contractor's confidential information and subject to the requirements of Exhibit B, Software Licensing, Confidentiality paragraph in the Service Level Agreement and State and Federal law. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor. County may conduct a statistical sample



audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports. Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services

provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

13. REPORTS: Contractor shall make other reports as reasonably required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

14. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all records and information pertaining to this Agreement, including, but not limited to billings, County records, client/patient records, in accordance with all applicable State, Federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality, ("Confidential Records"). Contractor shall inform all of its officers, employees, agents, and others providing services hereunder of said confidentiality provisions. Contractor agrees to indemnify, defend, and save harmless the County of Los Angeles, its officers, agents and employees against any and all liability and demands arising out of the unauthorized (i.e., not expressly permitted by County in writing) disclosure of Confidential Records by Contractor, its officers, agents, or employees.

Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentiality Agreement, Exhibit E-1, attached hereto and incorporated by reference, for each of its employees performing work under this Agreement in accordance with the Independent Contractor Status, Paragraph 8.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

The parties acknowledge the existence of Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations. Contractor shall comply with the provisions mandated by HIPAA as a Business Associate, as set forth in Exhibit F, Contractor's Obligation as a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA-BA Agreement, attached hereto and incorporated herein by reference). Upon execution of this Agreement, but no later than commencing performance of work hereunder, Contractor shall execute the HIPAA-BA Agreement. Should County amend the HIPAA-BA Agreement, as is necessary to comply with the requirements of the Privacy and/or Security Regulations (as such term is defined in the HIPAA-BA Agreement), County shall execute an Amendment, and Contractor shall execute the amended HIPAA-BA Agreement immediately thereafter.

16. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to

segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation. In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the

State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

17. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services

hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

18. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to assure that no employee will perform services while under the influence of any alcoholic beverage, narcotic, or medication or other substance that might impair his/her physical or mental performance.

19. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural

disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

20. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

21. CONFLICT OF INTEREST: No County employee whose position in County enables him or her to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, subcontractor, agent, or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

22. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify,



defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

23. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

24. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes.

25. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its

subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

26. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than

the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

27. ENTIRE AGREEMENT PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

28. SUBCONTRACTING:

A. For purposes of this Agreement, HASC may perform its obligations hereunder through subcontractors, provided that any such subcontractor shall comply with all applicable terms and conditions of this Agreement.

B. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not

relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

C. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

29. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the County's Board of Supervisors

finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision to its presentation to the County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the County's Contractor Hearing Board shall be presented to

the County's Board of Supervisors. The County's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

31. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from

County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

32. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM

PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor.

33. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

A. Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in

writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

B. Contractor shall indemnify, defend, and hold County harmless against any and all reasonable cost(s), loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

C. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

34. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section



2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation or other entity, that has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

(3) Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under

this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(4) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(5) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD

SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

C. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph (sub-paragraphs A and B) immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights

and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" subparagraph (Paragraph 35) of this Agreement, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

36. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: Either party may terminate this Agreement immediately in the event of the occurrence of any of the following:

(1) Insolvency of Contractor: Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code of either party.

(3) The appointment of a Receiver or Trustee for either party.

(4) The execution by either party of an assignment for the benefit of creditors.

(5) The rights and remedies of the parties provided in this subparagraph, Termination for Insolvency, shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Agreement.

B. TERMINATION FOR BREACH: Except as otherwise set forth in this Agreement, either County or Contractor may terminate this Agreement with prior notice to the other of any material breach of the Agreement, provided the injured party has previously given the other party notice describing such breach in reasonable detail and there has been a failure to cure such breach, as reasonably determined by the non-breaching party in its sole judgment, within 30 days after receipt of such notice of breach.

Neither party to the Agreement shall be liable or in default for any loss, damage, or delay in its performance of the Agreement, except for delays in payment, if such loss, damage or delay shall be due to any cause whatsoever beyond the total control, and without any fault or negligence, of the non-performing party, or failure to prevent such loss, damage or delay due to non-performing party's inability to identify or plan for such loss, damage or delay, reasonable control, including, but not limited to, acts or regulations or decrees of any government, earthquake, flood, fire, power blackout, unusually severe weather, acts of the enemy, events or war, embargo, strike, lock out, persons, accidental delay in transportation, shortage of fuel or supplies, inability to obtain materials, or other causes. In the event of such delay, the time for performance under the Agreement shall be extended for the time necessary to complete performance if the party incurring the delay exercises due diligence as the circumstances require. However, this provision shall not apply to any loss,

damage or delay due to the non-performing parties failure to reasonably identify or adequately address any cause for such loss, damage or delay.

The rights and remedies of the parties County provided in this subparagraph, Termination for Breach, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination for Gratuities and/or Improper Considerations:

(1) County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

(2) Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(3) (Among other items, such improper gratuities and

considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination for Convenience: Except as otherwise set forth in this Agreement, either County or Contractor may terminate this Agreement in accordance with this sub-paragraph, Termination for Convenience, with or without cause, in whole or in part, with respect to one or more separately priced products or services of Contractor, from time-to-time when such action is deemed by such party to be in its best interest. Termination of this Agreement or services hereunder shall be effected by delivery to the other party Contractor of one-hundred and eighty (180) calendar days advance written notice of termination specifying that this Agreement is to be terminated and the date upon which such termination becomes effective. Upon termination of this Agreement pursuant to this subparagraph, Termination for Convenience, Contractor will prepare and submit to County, within one-hundred and eighty (180) calendar days from the effective date of termination, a final invoice for all performed under this Agreement through the effective date of termination. County shall pay such invoice.

(1) Contractor for a period of five (5) years after a termination of the Agreement final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall

be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 12, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

37. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

38. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of



this Agreement upon which County may immediately terminate or suspend this Agreement.

39. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, and except for payment due by County to Contractor under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of such party's material obligations under this Agreement, that party shall, as soon as reasonably possible given the circumstances of delay, within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

40. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

41. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally

adopted in the same manner as this Agreement.

42. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

43. ARBITRATION: All disputes arising under, in connection with, or concerning the interpretation, enforcement, or breach of this Agreement shall be arbitrated in Los Angeles County by J.A.M.S./Endispute, in accordance with its applicable commercial rules. The parties intend that a single Arbitrator shall have the broadest powers possible to conclusively resolve all such disputes, and that no judicial review shall be made of the Arbitrator's decision on any grounds, including public policy, except for fraud or corruption in or by the arbitrator. All arbitration awards shall bear interest, from the date the dispute arose, at the highest legal rate.

44. COMPLIANCE WITH APPLICABLE LAW:

A. In addition to Paragraph 9 of this Agreement, each party shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail. Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this

Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute or, regulation, which occurs after the effective date of the Agreement.

B. Each party shall indemnify and hold harmless the other party from and against any and all loss, damage, liability, or expense resulting from any violation on the part of the other party, its officers, employees, or agents, of such federal, State, or local laws, regulations, or directives.

45. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 USC Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with *Exhibit G, Contractor's EEO Certification*, attached hereto and incorporated herein by reference.

46. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

47. WAIVER: No waiver of any breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Agreement shall

not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

48. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) days prior written notice thereof to the parties.

To County: (1) Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6<sup>th</sup> Floor-East  
Los Angeles, California 90012

Attention: Chief, Contracts and Grants

(2) Department of Health Services  
Emergency Medical Services Agency  
5555 Ferguson Drive, Suite 220  
Commerce, California 90022

Attention: Director, Emergency Medical Services Agency

To Contractor: (1) Hospital Association of Southern California  
515 S. Figueroa Street, Suite 1300  
Los Angeles, California 90071-3300

Attention: Senior Vice President, Medical Communication Systems

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has  
caused this Agreement to be subscribed by its

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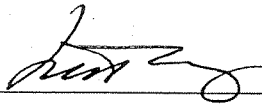
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Director of Health Services or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA  
Contractor

By  ON BEHALF OF  
Signature

By \_\_\_\_\_ James D. Barber  
(Type Name)

Title \_\_\_\_\_ President/CEO  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

AGREECD4357: 06/06/07

**SERVICE LEVEL AGREEMENT**

**HARDWARE**

**I. CONTRACTOR'S RESPONSIBILITIES**

A. **APPOINTMENT**: Subject to the terms and conditions hereof, Los Angeles County ("County") hereby appoints Contractor, and Contractor hereby accepts County's appointment:

1. To enter into such agreements with vendors or suppliers as are necessary to service and maintain the ReddiNet® System hardware and equipment listed in *Attachment I-A*, attached hereto and incorporated by reference, which was purchased by County and installed by Contractor at the Facilities (as defined in Section III.A of this Exhibit) as well as any additional hardware or equipment that may purchased by County and installed by Contractor at the Facilities, from time to time, pursuant to this Agreement (collectively "Hardware")

2. To support, maintain and repair ReddiNet® Hardware including the remote repeater sites and the Emergency Medical Services Agency's (EMS Agency) Coordination Point at the Medical Alert Center, Back-up Point, and the Mobile Departmental Operations Center (Mobile DOC), as identified in *Attachment III-A*, in accordance with this Exhibit A, to transmit data to all participating hospitals, including County hospitals, throughout Los Angeles County;

3. To take such security measures with respect to the ReddiNet® Hardware in accordance with Paragraph 14, Confidentiality, and Paragraph 15, HIPAA, of Agreement and in the *Exhibit F- HIPAA*, attached hereinbelow and incorporated by reference.

4. To notify staff of the Coordination Point no less than twenty-four (24) hours prior to any ReddiNet® Hardware changes or data back-up in order to avoid any disruptions of Coordination Point activities;

5. To provide training of hospital and EMS Agency personnel in the use of ReddiNet® Hardware;

6. To participate (either in person or remotely as requested by EMS), in conjunction with the Coordination Point in planning and implementing ReddiNet® communication drills;

7. To provide on-site technical support during one annual disaster exercise; and all real events as requested.

8. To provide administrative support, including the support to a County-wide ReddiNet® technical advisory group, composed of both operational and technical representatives, reporting through the Contractor Board of Directors and operating within the established governance system of Contractor ("Technical Advisory Group"); and,

9. To take other such additional steps as are appropriate to accomplish the foregoing.

B. **HARDWARE SUPPORT SERVICES:** Contractor will provide support services for the ReddiNet® Hardware as described in this Paragraph, hereinbelow:



1. Contractor will use all best efforts to correct all failures of the ReddiNet® Hardware reported by County and to restore such Hardware to normal working condition.

2. Contractor will provide telephone assistance to County's employees in identifying, verifying, isolating and resolving problems with the ReddiNet® Hardware. Such telephone assistance will be provided as a supplement to, rather than a substitute for, adequate training of County and its users or on site technician inspection, diagnosis and repair.

3. Contractor shall provide the Hardware support services in the following manner:

(a) Non-Emergency Hardware Support between the hours of 9 a.m. and 5 p.m. (Pacific Time), Monday through Friday, except during the following Contractor holidays: New Years Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and December 25 through December 31.

(b) Emergency Support via telephone, or on site technician inspection, diagnosis and repair, twenty-four (24) hours a day, seven days a week. County may contact Contractor by telephone for the aforementioned services any time and Contractor will respond as soon as is reasonably possible, but in no event later than two (2) hours for all Coordination Points, after receiving a telephone request from County.

(1) For purposes of this Agreement, "Emergency Hardware Support" will mean support services required to maintain the functionality of the Hardware. Emergency Hardware Support does not include user training, or other problems which could be handled by County through adequate training.

4. Contractor will not be required to correct errors or problems or perform maintenance or support services for the following:

(a) Errors caused by any modifications of the ReddiNet® Hardware by any party other than Contractor or its agents;

(b) Problems related to hardware not provided by Contractor or its agents;

(c) County's failure to use the ReddiNet® Hardware in accordance with the terms of this Agreement;

(d) Problems relating to County's unauthorized combination, operation or use of the ReddiNet® Hardware with non-Contractor hardware or equipment unless such hardware or equipment was installed and integrated by Contractor or its agents; or

(e) Problems occurring in a Hardware environment outside of the environment recommended by Contractor in Attachment II-A, ReddiNet® Hardware Environmental Requirements, attached hereinbelow and incorporated by reference .

5. If County requests Contractor to provide support services or correct problems caused by anything in Paragraph I.B.4, hereinabove or Paragraph I.D

hereinbelow, Contractor may at its option provide services pursuant to such request at Contractor's then-current time and materials rates, including reimbursement for travel expenses.

6. Exclusions: Contractor shall be under no obligation to provide the services if the following occur:

- (a) County fails to perform its obligations under *Section II, County's Responsibilities*, hereinbelow of this Exhibit A;
- (b) County makes any addition or removal of hardware for which County has not received prior written approval (e.g., via email) from Contractor, upon request by County;
- (c) County makes any move or relocation of any Hardware (listed in Section 2 of Attachment I-A) for which County has not provided prior written notification from Contractor;
- (d) There are any changes to, maintenance, support, repair or other servicing of, the Hardware or other ReddiNet® System components by any party other than Contractor or its agents; or
- (e) There is a failure, problem or error of the Hardware, or any part thereof, which is attributable to: (a) inappropriate or unauthorized use; (b) accident, neglect, misuse, abuse, theft or other loss or damage; or (c) exposure of Hardware to potentially harmful environmental, electrical or operating conditions as determined by mutual agreement.

7. Contractor may, as it deems required in its reasonable technical judgment, modify replace or enhance the Hardware.

## **II. COUNTY'S RESPONSIBILITIES**

A. County understands and acknowledges the need for centralized administration, maintenance, and support of the ReddiNet® Hardware and agrees to utilize only the services of Contractor and its subcontractors in connection with the maintenance and support of the ReddiNet® Hardware. Subject to Paragraph I.B.6.(d) hereinabove, County retains the authority to contract with communication engineers and or technicians from the County's Internal Service Department (ISD) or their subcontractors to make any disaster related repairs necessary to maintain communication during periods when the Contractor technical staff cannot provide such repairs. Repairs will be limited to those within the scope of the engineer/technician and only for those necessary to reestablish EMS Agency communications, and County will provide notice to Contractor of any such repairs or other changes.

### **B. REDDINET® COORDINATOR**

1. County shall have qualified staff at each participating Facility (as defined in Paragraph III.A and *Attachment III-A*) at which is Hardware is installed (i.e., excluding the Department of Public Health and Department of Mental Health, which have internet access only) to facilitate Contractor's performance of the Hardware support services (each a ReddiNet® Coordinator). Only the ReddiNet® Coordinator or designee will be authorized to request and receive Hardware support services provided hereunder on behalf of County for such ReddiNet® Coordinator's participating Facility. County may change its ReddiNet® Coordinators at any time by reasonable advance notice to Contractor.

2. County shall designate one person to act as the County's management representative from the EMS Agency to perform administrative obligations of County under this Agreement.

3. County shall provide Contractor or its agents such access to County ReddiNet® System as may be necessary or appropriate for Contractor to provide the services required of it hereunder.

C. **COORDINATION POINT STAFFING:** County shall staff the Coordination Point with adequate staffing to:

1. Monitor, relay, and respond to ReddiNet® messages, alerts, and requests by participating ReddiNet® hospitals;

2. Assist Contractor and any consultant or vendor contracted by Contractor to evaluate, maintain, enhance, or repair ReddiNet® Hardware, provided that such assistance does not unduly interfere with the normal operations of EMS Agency; and

3. Appoint a representative of the EMS Agency to participate in the ReddiNet® Technical Advisory Group.

D. **COUNTY STAFF TRAINING:** County shall provide staff of the Coordination Point adequate time for training on the use of the ReddiNet® System:

1. Upon assignment to the Coordination Point;
2. Quarterly for reinforcement, if requested by Contractor or County;
3. When necessary for corrective action; and
4. When significant changes to hardware or operations are made.

E. **HARDWARE CONFIGURATION:** In order to operate the ReddiNet® System, County must maintain the existing ReddiNet® Hardware configuration installed by Contractor and any update thereto recommended in writing by Contractor from time to time. Contractor will provide County with reasonable advance notices of any additional hardware which Contractor deems required, in its reasonable and technical judgment, to continue the basic functionality of the ReddiNet® System, and County will purchase and Contractor shall maintain such hardware in accordance with the manufacturers' specifications.

F. **REINSTATEMENT FEE:** If County desires to renew Contractor's Hardware support services after a period of noncoverage, by expiration or termination of this Agreement, County will pay Contractor a reinstatement fee designated by Contractor to update the Hardware to the then-current version. County will be responsible for any additional hardware or third-party software which Contractor deems required to utilize the then-current version of the Hardware. If there are no changes or updates there will be no reinstatement fee.

### III. **HARDWARE PURCHASES**

A. **HARDWARE OWNERSHIP:** County owns all ReddiNet® Hardware purchased from Contractor, as currently installed at the County facilities listed in Attachment III-A, *List of Participating Facilities*, which is attached hereto and incorporated by reference (the "Facilities") and any new additional, and/or replacement hardware that County may purchase from Contractor hereunder from time to time.

B. **PURCHASE OF HARDWARE:** In the event that County wishes to add additional workstation terminals to access and use the ReddiNet® System (each such

workstation point of access a "Terminal"), Contractor will provide County with recommended hardware specifications, and County will purchase from Contractor such hardware, except personal computers for internet only system, or substantially similar hardware with the same functionality which is chosen by Contractor in its technical judgment as a substitute therefor.

C. **TITLE TO FUTURE PURCHASES OF HARDWARE:** Title to any Hardware purchased from Contractor pursuant to this Agreement shall vest in County on receipt of the full payment for the Hardware by Contractor. Until payment in full is received by Contractor, all Hardware in County's possession shall:

1. Be kept free from liens and encumbrances;
2. Not be used in any manner likely to be injurious to it;
3. Not be removed from the installation site without Contractor's prior written consent;
4. Not be altered without Contractor's prior written consent; and
5. Be subject to inspection by Contractor at reasonable times upon twenty-four (24) hours' notice, provided, however, that Contractor shall comply with County's reasonable safety, security, and administrative procedures for such installation and support at County's site.

#### IV. **COMMUNICATIONS**

Contractor will make commercially reasonable efforts to provide access to and use of the ReddiNet® System. County understands and agrees that temporary interruptions to the ReddiNet® System may occur which will prevent access to and use of the data, including during power outages, atmospheric or other

interference with radio transmissions, internet downtime, satellite transmission downtime (other entities participating in the ReddiNet® System) , installation and/or maintenance of the County's communications Hardware and services.



**REDDINET® HARDWARE**

The following Hardware is installed and required at each ReddiNet® System Terminal:

1. Radio Equipment
  - A. Radio
  - B. Radio Power Supply
  - C. Adapter
  - D. Antenna
  - E. Coaxial Cable
2. Computer Equipment
  - A. Central Processing Unit (CPU)
  - B. Uninterrupted Power Supply (UPS)
  - C. ISA Card Communication Card (where applicable)
  - D. USB Light/Module (where applicable)
  - E. Flat Panel Monitor and Keyboard
  - F. Mouse
  - G. Printer
  - H. Adapter

**REDDINET® EQUIPMENT ENVIRONMENTAL REQUIREMENTS**

1. Environmental Requirements for Radio Equipment
  - A. Operating Temperature 50°F to 112°F (10°C to 44°C)
  - B. Humidity 5% to 90% non-condensating
  - C. Input Voltage 100-120VAC
  - D. Input Frequency 50/60 Hz
2. Environmental Requirements for Computer Equipment
  - A. Operating Temperature 50°F to 95°F (10°C to 35°C)
  - B. Humidity 20% to 80% non-condensating
  - C. Input Voltage 100-120VAC
  - D. Input Frequency 50/60 Hz

LIST OF PARTICIPATING FACILITIES

- (1) EMS AGENCY – Medical Alert Center “COORDINATION Point”  
\* 5555 Ferguson Drive (*INVOICE MAILING ADDRESS*)  
Commerce, CA 90022  
(323) 890-7517 (Med-Alert Center)  
EMS AGENCY – Back-Up “COORDINATION Point”  
\*Address To Be Determined  
EMS AGENCY – Mobile Department Operations Center (Mobile DOC)  
\*Intentionally Left Blank
- (2) HARBOR-UCLA MEDICAL CENTER  
1000 W. Carson Street  
Torrance, CA 90509  
(310) 222-3520 (ER)
- (3) HIGH DESERT HEALTH SYSTEM  
44900 N. 60<sup>th</sup> Street W.  
Lancaster, CA 93536  
(661) 945-8461 (Admin. Office)
- (4) LAC+USC MEDICAL CENTER  
2064 Marengo Street  
Los Angeles, CA 90033  
(323) 222-9111 (Base Station)
- (5) MARTIN LUTHER KING, JR./DREW MEDICAL CENTER  
12021 S. Wilmington Avenue  
Los Angeles, CA 90059  
(310) 668-4426 (ER)
- (6) OLIVE VIEW-UCLA MEDICAL CENTER  
14445 Olive View Drive  
Sylmar, CA 91342  
(818) 364-4326 (ER)
- (7) RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER  
7601 E. Imperial  
Downey, CA 90242  
(562) 401-7022 (Admin. Office)
- (8) DEPARTMENT OF PUBLIC HEALTH  
5555 Ferguson Drive  
Commerce, CA 90022 (*ReddiNet® Internet Access Only*)
- (9) DEPARTMENT OF MENTAL HEALTH  
550 S. Vermont Avenue  
Los Angeles, CA 90020 (*ReddiNet® Internet Access Only*)

**NOTE:** Each hospital (Nos. 2 through 7 above) shall be equipped with one (1) ReddiNet® Terminal; EMS Agency with three (3) Terminals (as identified in No. 1 above); and Department(s) of Public Health and Mental Health (Nos. 8 and 9 above), with ReddiNet® Internet Access Only.

\* The address of the EMS Agency Medical Alert Center may change upon relocation of EMS offices. If this occurs EMS will provide the new addresses.

**SERVICE LEVEL AGREEMENT**

**SOFTWARE LICENSE**

**I. CONTRACTOR'S RESPONSIBILITIES**

A. **APPOINTMENT:** Subject to the terms and conditions hereof, County hereby appoints Contractor, and Contractor hereby accepts County's appointment:

1. To enter into such agreements with vendors or suppliers as are necessary to service and maintain the ReddiNet® System software programs listed in *Attachment I-B*, which is attached hereto and incorporated by reference, including updates, enhancements, new releases or new versions thereof provided to County from Contractor pursuant to this Agreement (collectively "Software");
2. To support and maintain the ReddiNet® Software in accordance with this Exhibit B;
3. To develop, maintain and update daily redundant (local and remote) data back-up systems that will provide the maximum protection against any lost or destroyed data and capable of retrieving data within twenty-four (24) hours;
4. To support and maintain ReddiNet® software that allows up to six (6) internet users for each County Facility and up to twenty (20) users for County's EMS Agency, at any one time;

5. To take such security measures with respect to the ReddiNet® System Software in accordance with Paragraph 14, Confidentiality, and Paragraph 15, HIPAA of the Agreement and *Exhibit F, HIPAA*;

6. To notify staff of the Coordination Point prior to any scheduled data back-up and/or Software changes which Contractor expects to disrupt or limit the operation of the ReddiNet® System;

7. To provide training of hospital and Coordination Point personnel in the use of such ReddiNet® Software and any new versions thereof provided by Contractor pursuant to this Agreement;

8. To participate (either in person or remotely as requested by EMS), in conjunction with the Coordination Point in planning and implementing ReddiNet® communication drills;

9. To provide on site ReddiNet® technical support during one annual disaster exercise, and all real events, as requested by County;

10. To provide administrative support, including the support to a County-wide ReddiNet® Technical Advisory Group, reporting through the Contractor Board of Directors and operating within the established governance system of Contractor; and,

11. To take other such additional steps as are appropriate to accomplish the foregoing.

**B. REDDINET® HISTORICAL DATA:**

Intentionally left blank until mutually agreed by both parties within sixty (60) days of execution of agreement.

C. **SOFTWARE SUPPORT SERVICES:** Contractor will provide support services for the ReddiNet® Software as described in this Paragraph, hereinbelow:

1. Contractor will use all best efforts to correct all failures of the Software to operate substantially in accordance with its Contractor's documentation therefor;

2. Contractor will provide enhancements and modifications to the Software that are made generally available at no additional cost to Contractor's other ReddiNet® customers receiving software support services similar to the Software support services provided under this Agreement. New releases and new versions of the Software will be made available to County at Contractor's then-current fees for such items. The parties acknowledge that the County may elect not to purchase and use new releases and new versions and that County is entitled to continue to operate the current version in use by County during the term of this Agreement. Contractor shall continue to service and maintain the ReddiNet® System used by the County, as well as perform its other obligations, as set forth in this Agreement.

3. Contractor will provide reasonable telephone assistance to County's employees in identifying, verifying, isolating and resolving problems with the ReddiNet® Software. Such telephone assistance will be provided as a supplement to, rather than a substitute for, adequate training or on site technician inspection, diagnosis and repair for County and its users.

4. Contractor shall provide the Software support services in the following manner:

(a) Non-Emergency Software support between the hours of 9 a.m. and 5 p.m. (Pacific Time), Monday through Friday, except during the following Contractor holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and December 25 through December 31.

(b) Emergency Software Support via telephone or on site technician inspection, diagnosis and repair, twenty-four (24) hours a day, seven days a week. County may contact Contractor by telephone for the aforementioned services any time and Contractor will respond as soon as is reasonably possible, but in no event later than two (2) hours after receiving a telephone request from County.

(1) For purposes of this Agreement, "Emergency Software Support" will mean support services required to maintain hospital availability and other services vital to maintaining the functionality of the Software. Emergency Support does not include operator instruction, user training, or other problems which could be handled by County through adequate training.

5. Contractor will not be required to correct errors or problems or perform maintenance or support services for the following:

(a) Errors caused by any unauthorized modifications of the ReddiNet® Software by any party other than Contractor or its agents;

(b) Problems related to unauthorized hardware or software not provided by Contractor or its agents;

(c) County's failure to use critical updates, patches and fixes as they become available;

(d) County's failure to use the Software in accordance to the terms of this Agreement, unless otherwise agreed upon by both parties;

(e) Problems related to County's unauthorized combination operation, or use of the Software with non-Contractor software, unless such software was installed and integrated by Contractor or its agents;  
or

(f) Problems occurring in an operating environment outside the environment recommended by Contractor.

6. If County requests Contractor to provide support services or correct problems caused by anything in Paragraph I.C.5 hereinabove, Contractor may at its option provide services pursuant to such request at Contractor's then-current time and materials rates, including reimbursement for travel expenses.

## **II. COUNTY'S RESPONSIBILITIES**

A. County understands and acknowledges the need for centralized administration, maintenance, and support of the ReddiNet® Software and agrees to utilize only the services of Contractor and its subcontractors in connection with the maintenance and support of the ReddiNet® Software.

B. County shall have qualified staff support contact at each participating Facility to facilitate Contractor's performance of the Software support services (each, a



"ReddiNet® Coordinator"). Only the ReddiNet® Coordinator or designee will be authorized to request and receive Software support services provided hereunder on behalf of County for such ReddiNet® Coordinator's participating Facility. County may change its ReddiNet® Coordinators at any time by reasonable advance notice to Contractor

C. County shall have qualified staff at the Coordination Point, per each of three (3) work shifts per day, to act as the County's management representative from the EMS Agency to perform administrative obligations of County under this Agreement.

D. SOFTWARE CONFIGURATION: In order to operate the ReddiNet® System, County must maintain the existing ReddiNet® Software and Hardware configuration as set forth in this Agreement.

### III. SOFTWARE LICENSE

A. GRANT OF LICENSE: Contractor hereby grants, and County accepts, a nontransferable, nonexclusive license to use the software specific Software modules/web products at County Facilities as set forth in Attachment 1-C, Fees Schedule, only in accordance with the terms and conditions of this Exhibit B and the Agreement. The Software may be used by up to six (6) internet users for each County facility and up to twenty (20) users County's EMS Agency, at any one time.

B. LIMITATIONS ON LICENSE: Except as allowed under Paragraph IIII-C of this Exhibit B, County may not copy, disassemble, decompile, reverse engineer, modify, translate, display, sell, sublicense, lease, rent, assign or otherwise transfer, use or make available or disclose the Software in any form, in whole or in part, to any third party, without the prior written consent of Contractor. County will take appropriate

action by instruction, agreement or otherwise with persons permitted access to the Software to satisfy its obligations under the Agreement with respect to protection of the Software.

C. **COPIES**: No more copies of the Software ("Copies") may be produced by County in machine readable form than are necessary for the purposes of this Agreement and for back-up purposes. County will maintain appropriate records of the location of the Copies. County will reproduce and include the copyright notice or other proprietary notices of Contractor on the Copies, in whole or in part, or on any form of the Software. All Copies are also subject to the provisions of this Agreement.

D. **TITLE**: Title to and all rights and interests in the Software and its code are the exclusive proprietary property of Contractor and are protected by copyright, patent and trade secret laws. The original and any Copies, in whole or in part, including translations, compilations, copies with modifications, enhancements, derivative works, and updated versions are and shall remain the exclusive property of Contractor. County will take all steps necessary to protect Contractor's proprietary rights and confidentiality in the Software, including, but not limited to, the proper display of copyright, trademark, trade secret and other proprietary notices on any copies of the Software. Except for the license granted under the Agreement, nothing in the Agreement shall be construed as transferring to County any right, title, or interest in the Software or any portions thereof, or as conferring any license or other right, by implication, estoppel or otherwise under any trade secrets, trademark, proprietary right, copyright, patent or otherwise. County shall not alter or remove from the Software or other proprietary Contractor materials or data any notices or identification which indicate ownership of Contractor.

#### IV. DATA

A. DATA TRANSMISSION: Contractor will make commercially reasonable efforts to provide access to and use of the ReddiNet® System.

B. DATA SHARING AND OWNERSHIP: The ReddiNet® System is a data sharing system, and County and Contractor may share data for the purposes of this Agreement.

1. Data that County submits and sends to Contractor or another party using the ReddiNet® System or pursuant to this Agreement ("County Data") shall remain the exclusive property of County.

2. Contractor shall (1) not transmit data input into the ReddiNet® System by the County, or any other ReddiNet® licensee, or any information derived from such data, to any person not licensed to use ReddiNet® System, unless consented to by County, and (2) promptly notify the County of all requests for disclosure of such data or other information derived from such data.

C. DATA WARRANTY: County shall be responsible for its County Data entry activities, and for the accuracy of any County Data delivered to Contractor or another party pursuant to the Agreement. Contractor shall not be responsible for errors or data input by County, or for errors in the ReddiNet® System or Contractor's services that result from non-system generated errors in data input by County or County's failure to comply with the Agreement. County is responsible for complying with applicable federal, state, or local laws and/or regulations that apply to the delivery of data input by County to Contractor and that apply to the use and/or disclosure of such County Data as set forth under the Agreement.

D. **SYSTEM DISCLAIMER:** County understands and agrees that temporary interruptions to the System may occur which will prevent access to and use of the data, including during power outages, internet downtime, installation and/or maintenance of the System. Contractor shall be liable to County if it does not provide the proper upgrades or fixes to a recognized problem to reduce communication disruptions.

E. **REMEDY:** In the event that data to be transmitted through the use of the Software or by or through the ReddiNet® System is interrupted, inaccurately transmitted, or not transmitted directly as a result of Contractor's failure to perform its obligations under the Agreement (collectively, "Transmittal Error(s)"), County's remedy, in addition to any other available remedy as set forth in this Agreement, shall be that Contractor will: (1) use best efforts to retransmit the data; or (2) if Contractor is unable to retransmit the data, in Contractor's judgment, Contractor will grant County credits equal to County's reasonable out-of-pocket expenses, as reasonably mitigated by County, which County can demonstrate are directly attributable to the Transmittal Error(s) by Contractor or Contractor's vendors.

F. **CLAIM ASSERTION:** Any claim by County under this Section must be asserted by County in writing within sixty (60) calendar days after discovering the Transmittal Error(s). County agrees to supply the requested documentation necessary to support any claim asserted under this Section.

G. **TESTING:** When Contractor delivers the Software or significant new Software functionality to County, County will test the Software to ensure that it operates substantially in accordance with Contractor's documentation therefor. Contractor will repair or replace any Software that does not operate substantially in accordance with

such documentation during these tests. Upon completion of these tests, County shall provide a sign-off to Contractor, and Contractor will turn over operation of the Software to County.

**V. CONFIDENTIALITY AND PROTECTION**

A. County will maintain the confidentiality of, and protect from theft and unauthorized copying, the ReddiNet® System, including the Software and other components, any copy made of the Software, and any documentation or information regarding the ReddiNet® System ("Contractor Materials") provided to County.

B. County shall limit access to the Contractor Materials to County's employees, independent contractors, directors and agents with authorization for and subject to written confidentiality obligations for their use.

C. County shall maintain the confidentiality of any information or data retrieved by County over the ReddiNet® System regarding any other ReddiNet® customers ("ReddiNet® Customer Information").

D. Except for ReddiNet® Customer Information made public by the County related to the discharge of its obligations under State law, the County shall not disclose, publish or release any ReddiNet® Customer Information to any third party, and will keep all ReddiNet® Customer Information in strict confidence, unless otherwise authorized in writing by the specific ReddiNet® customer to which such ReddiNet® Customer Information relates or except for County data provided to Contractor by County.

E. Subject to Paragraph IV.B and IV.C of this Exhibit, Contractor will maintain the confidentiality of, and protect from theft and unauthorized copying, any proprietary documentation or information of County ("County Materials") provided to Contractor.

Contractor shall limit access to the County Materials to Contractor's employees, independent contractors, directors, and agents with authorization for their use. Except as is necessary for the performance of its obligations under this Agreement, Contractor shall not disclose, publish or release any County materials to any third party, and will keep all County Materials in strict confidence, unless otherwise authorized in writing.

F. County shall promptly provide notice to Contractor after obtaining knowledge of the existence of any circumstances surrounding any actual or suspected unauthorized knowledge, possession or use of Contractor Materials or ReddiNet® Customer Information and shall cooperate with Contractor in taking action against unauthorized users, and Contractor shall promptly provide notice to County after obtaining knowledge of the existence of any circumstances surrounding any actual or suspected unauthorized knowledge, possession or use of County Materials and shall cooperate with County in taking action against unauthorized users.

G. **Non-Breaching Party:** Because of the unique nature of the Contractor Materials, ReddiNet® Customer Information and County Materials, each party understands and agrees that, in the event that either party fails to comply with any of the terms of this Subparagraph, the other party (the "Non-breaching Party") will suffer irreparable and extreme harm and monetary damages may be inadequate to compensate the Non-breaching Party for such breach. Accordingly each party agrees that the Non-breaching Party will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Subparagraph.

## **VI. LIMITATIONS OF LIABILITIES**

A. **Data Flow:** Actions or inactions of third parties (excluding any subcontractor of Contractor performing services under this Agreement), may result in situations in which County's connection to or use of the communications services may be impaired, disrupted or damaged. Contractor does not and cannot control the flow of data to or from the communications services and disclaims any and all liability resulting from or related to such impairments, disruptions, or damage. Contractor must take reasonable steps to mitigate these occurrences.

B. County agrees that the limitations of liability in this section, without limiting the generality of the foregoing, extends to loss of data, loss of actual or anticipated revenue, loss due to failure of any communications services, and/or damage to business reputation.

C. If County obtains access to the system using its own internet service provider, County shall be solely responsible for maintaining and paying for its internet services. Contractor shall have no responsibility or liability for failures of County to receive or transmit data or to use the system as a result of the internet.

**VII. SOURCE MATERIAL RELEASE CONDITIONS:** Upon the occurrence of one of the following events (collectively referred to as "Release Conditions"), County shall have the right to immediately begin using the Source Material for its own support and maintenance, at no charge to County:

A. The insolvency of Contractor;

B. The making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof;

C. As set forth in Paragraph 35 of Agreement, Termination for Insolvency, hereinabove and incorporated by reference;

D. In the event Contractor ceases to maintain and support the current version or the last prior version of the Licensed Software for reasons other than County's failure to pay for, or election not to receive, Contractor's maintenance and support services, and no other qualified entity has assumed the obligation to maintain and support the Licensed Software;

E. Such notice shall describe the grounds for the Release Condition in reasonable detail and certified by County.

F. **USE OF SOURCE MATERIAL:** Upon Contractor's release of the Source Materials, County shall have a nonexclusive, nontransferable license to use the Source Material, solely for the purposes of performing its own support and maintenance on County's ReddiNet® System at no charge to County through June 30, 2012. Contractor shall remain the sole and exclusive owner of all right, title and interest in and to the Source Material and all intellectual property rights therein, including with respect to any changes, additions or modifications thereto. County acknowledges and agrees that all Source Material is Contractor Material, confidential and proprietary to Contractor and subject to the requirements of Section V, *Confidentiality and Protection*, of this Exhibit B.



**REDDINET® SOFTWARE MODULES****Description of Software Modules/Web Products**

A.	<b>** <u>Bed Capacity</u>:</b> Includes HAvBed bed availability categories and patient census for hospitals; SNF bed availability and patient census.
B.	<b><u>ED Status</u>:</b> Status of all regional emergency resources to support patient transport decisions. Includes County hospital Service Capacity feature.
C.	<b><u>Mass Casualty Incident</u>:</b> Notify hospitals of emergency events and quickly assess hospital capacity; patient tracking.
D.	<b><u>Messages</u>:</b> Communicate directly with emergency departments and every emergency responder within your network ReddiNet® regions.
E.	<b><u>Assessment</u>:</b> Query responders for available and needed resources, analyze trends, and manage resource allocation.
F.	<b>**<u>Alerts</u>:</b> Customizable user alerts received via email/pager for disaster warnings, messages and ED status.
G.	<b><u>Reports</u>:</b> Produce reports from your subscribed module(s) and download data into your own spreadsheets.
H.	<b><u>Psychiatric Diversion Outreach Program</u>:</b> Customized program for designated psychiatric hospitals to record ED status.
I.	<b><u>Health/Biosurveillance Patient Volume and Surveillance Program</u>:</b> A separate web based product developed for Los Angeles County to track ED encounter data at selected hospitals.

\*\* Applicable only to ReddiNet® Version 4

**DESCRIPTION OF SOFTWARE MODULES AND FEES**

	<u>Modules</u>	<u>License Fee</u>	<u>Annual Fee Per Additional User (Internet Version Only)</u>
1.	<u>Bed Capacity</u> : Includes NDMS Bed Categories, Bed Census, and Service Capacity, Skilled Nursing.	\$350.00	\$20.00
2.	<u>ED Status</u> : Status of all regional emergency resources to support patient transport including ambulance information.	\$350.00	\$20.00
3.	<u>Mass Casualty Incident</u> : Notify hospitals of emergency events and quickly assess hospital capacity.	\$350.00	\$20.00
4.	<u>Messages</u> : Communicate directly with emergency departments and everyone within your network or geographic area.	\$350.00	\$20.00
5.	<u>Assessment</u> : Query hospitals for resources, analyze trends, and manage allocation of goods.	\$350.00	\$20.00
6.	<u>Psychiatric Diversion Outreach Program</u> : Customized program for designated psychiatric hospitals to record ED status.	\$1250.00	Unlimited Users
<p><b><u>NOTE</u></b>: Local Emergency Medical Services Agencies determine required modules for specific responders. Responders receive a standard package based on that and may add other modules as requested. Training included as requested. Materials include Quick Reference Guide, FAQs, User Manual and Documentation Manual.</p> <p>Materials include Independent Learning Guide, User Alerts, and User Guide.</p>			

# ReddiNet® Version 4

Packages	Features	Service Availability	Initial Hardware Fee	Annual Fee per Facility
<b>*Packet Radio</b>	On-site Hardware Maintenance	24/7/365		
	On-site Preventative Maintenance and Equipment Check	2 Times Per Year		
	Equipment Obsolescence Replacement	As Required	\$2,500.00 (If needed)	\$4,765.00
	Alerting Hardware (audio/visual) included	24/7/365		
	Technical Phone Support	24/7/365		
	ReddiNet® Training	Initial and routine		
<b>Packet Radio Auxiliary Unit</b>	On-site Maintenance and Preventative Equipment Replacement	24/7/365 2 Times Per Year As required		\$1,356.00
<b>Alerting Hardware (audio/visual)</b>	Technical Phone Support	24/7/365	Optional One included. \$375.00 each plus tax and shipping/handling	None

\* Includes Computer, Monitor, Printer, UPS, Battery Backup, Radio, Antenna, and Connection Hardware. Additional charges may exist based on repeater sites. Please contact ReddiNet® for an accurate quotation.

**REDDINET® SOFTWARE SPECIFICATIONS**  
**SUPPORTED BY CONTRACTOR**

1. Windows® XP Professional or Home
2. Norton PC
3. ReddiNet® Version 4 System Software
4. Internet/Web browser (*Client/Hospital shall be required to provide*)

FEES

**TERMINAL MANAGEMENT AND SOFTWARE LICENSE**

A. County agrees to pay Contractor the fees set forth in Attachment I-C, Fee Schedule. Such fees shall be due and payable each calendar quarter. Contractor will submit an invoice to County, at the address designated by County, once each calendar quarter during the months of January, April, July and October, and payments shall be due and payable from County at the end of the calendar quarter.

B. Until and unless revised in accordance with Section 3, Maximum County Obligation, of the Agreement, the Maximum Agreement Sum for Contractor's services under this Agreement, including ReddiNet® licensing fees and all applicable taxes, authorized by County hereunder shall not exceed the total fiscal year (FY) amounts as follows:

1. FY 2007-2008: One Hundred-Eighty-Five Thousand and Six Hundred and Twenty-Two Dollars (**\$185,622**) the first year, which includes an allocation of One Hundred Eighteen Thousand and Nine Hundred and Seventy-Six Dollars (**\$118,976**) for the Program consultant-trainer;
2. FY 2008-2009: One Hundred Seventy-Nine Thousand and Two Hundred and Sixty-Seven Dollars (**\$179,267**) the second year, which includes One Hundred Twenty-Three Thousand and Seven Hundred and Thirty-Five Dollars (**\$123,735**) for the Program consultant-trainer;
3. FY 2009-2010: One Hundred Eighty-Six Thousand and Four Hundred and Thirty-Eight Dollars (**\$186,438**) the third year, which includes One Hundred Twenty-Eight Thousand and Six Hundred and Eighty-Four Dollars (**\$128,684**) for the Program consultant-trainer;
4. FY 2010-2011: One Hundred Ninety-Three Thousand and Eight Hundred and Ninety-Five Dollars (**\$193,895**) the fourth year, which includes One Hundred Thirty-Three Thousand and Eight Hundred and Thirty-Two Dollars (**\$133,832**) for the Program consultant-trainer; and

5. FY 2011-2012: Two Hundred and One Thousand and Six Hundred and Fifty-One Dollars (**\$201,651**) the fifth and final year, which includes One Hundred Thirty-Nine Thousand and One Hundred and Eighty-Five Dollars (**\$139,185**) for the Program consultant-trainer.

This Maximum Agreement Sum covers all services delineated in Exhibit A, Hardware, and *Exhibit B, Software License*, attached hereinabove and incorporated by reference. Fees for software development or customization services, significant new Software functionality, support services outside the scope of this Agreement or any additional services are separate and not included in the above amounts.

C. Departmental Service Order: DHS shall bill a Departmental Service Order ("DSO") applicable cost to the County Department(s) of Public Health and Mental Health, accordingly for services provided by EMS.

D. Relocation of Equipment: Contractor shall invoice County for relocation of equipment fees.

## FEE SCHEDULE

### TERMINAL MANAGEMENT AND SOFTWARE LICENSE

Facility	No. of Terminals	Ancillary Services	Terminal Management	Software License	Software Modules	Consultant Trainer	Total
<b>FY: 2007-2008</b>							
Coordination Point	3					\$118,976	\$118,976
LAC-USC Medical Center	1		\$5,431	\$1,820	A,B,C,D,E,F	\$0	\$7,251
Harbor-UCLA Medical Center	1		\$5,431	\$1,820	A,B,C,D,E,F	\$0	\$7,251
MLK-Harbor Hospital	1		\$5,431	\$1,820	A,B,C,D,E,F	\$0	\$7,251
Rancho Los Amigos NRC	1		\$5,431	\$728	D,E	\$0	\$6,159
Olive View UCLA MC	1		\$5,431	\$1,820	A,B,C,D,E,F	\$0	\$7,251
High Desert Health System	1		\$5,431	\$728	D,E	\$0	\$6,159
Dept. of Mental Health	0		\$0	\$375	B	\$0	\$375
***Historical Record Data		\$13,250					\$13,250
<b>Psych. Diversion Program</b>							
Bellflower Medical Center	0			\$1,300	H		\$1,300
BHC Alhambra Hospital	0			\$1,300	H		\$1,300
Brotman Medical Center	0			\$1,300	H		\$1,300
City of Angels Med Center	0			\$1,300	H		\$1,300
College Hospital Cerritos	0			\$1,300	H		\$1,300
College Hosp Costa Mesa	0			\$1,300	H		\$1,300
Mission Comm Hospital	0			\$1,300	H		\$1,300
Pacific Hospital of Long Beach	0			\$1,300	H		\$1,300
Pacifica Hosp of the Valley	0			\$1,300	H		\$1,300
<b>Total Fees:</b>	<b>9</b>	<b>\$13,250</b>	<b>\$32,585</b>	<b>\$20,811</b>		<b>\$118,976</b>	<b>\$185,622</b>

## FEE SCHEDULE

### TERMINAL MANAGEMENT AND SOFTWARE LICENSE

Facility	No. of Terminals	Ancillary Services	Terminal Management	Software License	Software Modules	Consultant Trainer	Total
<b>FY: 2008-2009</b>							
Coordination Point	3					\$123,735	\$123,735
LAC-USC Medical Center	1		\$5,648	\$1,893	A,B,C,D,E,F	\$0	\$7,541
Harbor-UCLA Medical Center	1		\$5,648	\$1,893	A,B,C,D,E,F	\$0	\$7,541
MLK-Harbor Hospital	1		\$5,648	\$1,893	A,B,C,D,E,F	\$0	\$7,541
Rancho Los Amigos NRC	1		\$5,648	\$757	D,E	\$0	\$6,405
Olive View UCLA MC	1		\$5,648	\$1,893	A,B,C,D,E,F	\$0	\$7,541
High Desert Health System	1		\$5,648	\$757	D,E	\$0	\$6,405
Dept. of Mental Health	0		\$0	\$390	B	\$0	\$390
<b>***Historical Record Data</b>							
<b>Psych. Diversion Program</b>	0			\$1,352	H		\$1,352
Bellflower Medical Center	0			\$1,352	H		\$1,352
BHC Alhambra Hospital	0			\$1,352	H		\$1,352
Brotman Medical Center	0			\$1,352	H		\$1,352
City of Angels Med Center	0			\$1,352	H		\$1,352
College Hospital Cerritos	0			\$1,352	H		\$1,352
College Hosp Costa Mesa	0			\$1,352	H		\$1,352
Mission Comm Hospital	0			\$1,352	H		\$1,352
Pacific Hospital of Long Beach	0			\$1,352	H		\$1,352
<b>Total Fees:</b>	<b>9</b>		<b>\$33,889</b>	<b>\$21,643</b>		<b>\$123,735</b>	<b>\$179,267</b>



**FEE SCHEDULE**

**TERMINAL MANAGEMENT AND SOFTWARE LICENSE**

Facility	No. of Terminals	Ancillary Services	Terminal Management	Software License	Software Modules	Consultant Trainer	Total
<b><u>FY: 2009-2010</u></b>							
Coordination Point	3					\$128,684	\$128,684
LAC-USC Medical Center	1		\$5,874	\$1,969	A,B,C,D,E,F	\$0	\$7,843
Harbor-UCLA Medical Center	1		\$5,874	\$1,969	A,B,C,D,E,F	\$0	\$7,843
MLK-Harbor Hospital	1		\$5,874	\$1,969	A,B,C,D,E,F	\$0	\$7,843
Rancho Los Amigos NRC	1		\$5,874	\$787	D,E	\$0	\$6,661
Olive View UCLA MC	1		\$5,874	\$1,969	A,B,C,D,E,F	\$0	\$7,843
High Desert Health System	1		\$5,874	\$787	D,E	\$0	\$6,661
Dept. of Mental Health	0		\$0	\$406	B	\$0	\$406
<b>***Historical Record Data</b>							
<b>Psych. Diversion Program</b>	0			\$1,406	H		\$1,406
Bellflower Medical Center	0			\$1,406	H		\$1,406
BHC Alhambra Hospital	0			\$1,406	H		\$1,406
Brotman Medical Center	0			\$1,406	H		\$1,406
City of Angels Med Center	0			\$1,406	H		\$1,406
College Hospital Cerritos	0			\$1,406	H		\$1,406
College Hosp Costa Mesa	0			\$1,406	H		\$1,406
Mission Comm Hospital	0			\$1,406	H		\$1,406
Pacific Hospital of Long Beach	0			\$1,406	H		\$1,406
<b>Total Fees:</b>	<b>9</b>		<b>\$35,244</b>	<b>\$22,509</b>		<b>\$128,684</b>	<b>\$186,438</b>

**FEE SCHEDULE****TERMINAL MANAGEMENT AND SOFTWARE LICENSE**

Facility	No. of Terminals	Ancillary Services	Terminal Management	Software License	Software Modules	Consultant Trainer	Total
<b>FY: 2010-2011</b>							
Coordination Point	3					\$133,832	\$133,832
LAC-USC Medical Center	1		\$6,109	\$2,047	A,B,C,D,E,F	\$0	\$8,156
Harbor-UCLA Medical Center	1		\$6,109	\$2,047	A,B,C,D,E,F	\$0	\$8,156
MLK-Harbor Hospital	1		\$6,109	\$2,047	A,B,C,D,E,F	\$0	\$8,156
Rancho Los Amigos NRC	1		\$6,109	\$819	D,E	\$0	\$6,928
Olive View UCLA MC	1		\$6,109	\$2,047	A,B,C,D,E,F	\$0	\$8,156
High Desert Health System	1		\$6,109	\$819	D,E	\$0	\$6,928
Dept. of Mental Health	0		\$0	\$422	B	\$0	\$422
<b>***Historical Record Data</b>							
<b>Psych. Diversion Program</b>	0			\$1,462	H		\$1,462
Bellflower Medical Center	0			\$1,462	H		\$1,462
BHC Alhambra Hospital	0			\$1,462	H		\$1,462
Brotman Medical Center	0			\$1,462	H		\$1,462
City of Angels Med Center	0			\$1,462	H		\$1,462
College Hospital Cerritos	0			\$1,462	H		\$1,462
College Hosp Costa Mesa	0			\$1,462	H		\$1,462
Mission Comm Hospital	0			\$1,462	H		\$1,462
Pacific Hospital of Long Beach	0			\$1,462	H		\$1,462
<b>Total Fees:</b>	<b>9</b>		<b>\$36,654</b>	<b>\$23,410</b>		<b>\$133,832</b>	<b>\$193,895</b>

**FEE SCHEDULE****TERMINAL MANAGEMENT AND SOFTWARE LICENSE**

Facility	No. of Terminals	Ancillary Services	Terminal Management	Software License	Software Modules	Consultant Trainer	Total
<b><u>FY: 2011-2012</u></b>							
Coordination Point	3					\$139,185	\$139,185
LAC-USC Medical Center	1		\$6,353	\$2,129	A,B,C,D,E,F	\$0	\$8,483
Harbor-UCLA Medical Center	1		\$6,353	\$2,129	A,B,C,D,E,F	\$0	\$8,483
MLK-Harbor Hospital	1		\$6,353	\$2,129	A,B,C,D,E,F	\$0	\$8,483
Rancho Los Amigos NRC	1		\$6,353	\$852	D,E	\$0	\$7,205
Olive View UCLA MC	1		\$6,353	\$2,129	A,B,C,D,E,F	\$0	\$8,483
High Desert Health System	1		\$6,353	\$852	D,E	\$0	\$7,205
Dept. of Mental Health	0		\$0	\$439	B	\$0	\$439
<b>***Historical Record Data</b>							
<b>Psych. Diversion Program</b>	0			\$1,521	H		\$1,521
Bellflower Medical Center	0			\$1,521	H		\$1,521
BHC Alhambra Hospital	0			\$1,521	H		\$1,521
Brotman Medical Center	0			\$1,521	H		\$1,521
City of Angels Med Center	0			\$1,521	H		\$1,521
College Hospital Cerritos	0			\$1,521	H		\$1,521
College Hosp Costa Mesa	0			\$1,521	H		\$1,521
Mission Comm Hospital	0			\$1,521	H		\$1,521
Pacific Hospital of Long Beach	0			\$1,521	H		\$1,521
<b>Total Fees:</b>	<b>9</b>		<b>\$38,120</b>	<b>\$24,346</b>		<b>\$139,185</b>	<b>\$201,651</b>
<b>TOTAL FEES:</b>			<b>\$176,492</b>	<b>\$112,719</b>		<b>\$644,412</b>	<b>\$946,874</b>

Maximum Obligation: \$946,874

Hospital Preparedness Program (HPP): \$644,412

Net County Cost: \$302,461

 \*\*\* Historical Record Data  
 FY 2007-08 One-Time Charge: (\$13,250 )
**Software Modules:**

A = Bed Capacity      B = ED Status      C = Mass Casualty Incident  
 D = Messages      E = Assessment      F = Alerts  
 G = Reports      H = Psychiatric Diversion Program      I = Health/Biosurveillance Patient and Surveillance Program

Note: Any module can be cancelled with thirty (30) days notice to HASC.

**HEALTH/BIOTERRORISM PATIENT VOLUME AND SURVEILLANCE PROGRAM**

1. Contractor will participate in the "Health/Bioterrorism Patient Volume and Surveillance Program ("Program") planning and Program development in conjunction with the County.
2. Contractor will design and maintain the ReddiNet® System, including all Program software, to operate substantially in accordance with the Program's requirements to the extent such requirements are defined, hereinbelow.
3. **Assessment Poll:** The Program assessment poll must be capable of conducting the following daily assessment poll:
  - (a) Hospital identification number
  - (b) Date for which the data is entered
  - (c) Date of entry
  - (d) Number of Emergency Department (ED)/urgent care patient visits
  - (e) Comments for number of ED/urgent care patient visits
  - (f) Number of ED patient deaths
  - (g) Comments for number of ED patient deaths
  - (h) Total number of admissions from the ED and urgent care
  - (i) Comments for total number of admissions from the ED and urgent care
  - (j) Total number of Intensive Care Unit (ICU) admissions from the ED
  - (k) Comments for total number of ICU admissions from the ED

4. At a designated time, the ReddiNet® System alarms and prompts all non-responding hospitals to respond to the poll and continues to alarm until the hospital submits the requested information. The alarm will not sound if hospitals have entered surveillance data in advance.

5. **Contractor shall:**

(a) Ensure the County receives the Program data transfer in narrative format daily;

(b) Maintain software to allow the user to optionally generate an Assessment report, and automatically print and download the results to a file on the user's computer;

(c) Maintain a "timed" assessment poll, report generation, and method for the user to download report file(s). This feature requires the user a fixed interval and start time for automatic generation of assessment polls and reports.

The feature contains the following:

(1) Timed Assessment Poll: Ability to set the start time and interval for automatic assessment polls.

(2) Timed Assessment Reports: Ability to set the start time and interval for automatic assessment poll report generation.

(3) Download of Automatically Generated Reports: Ability for a user to select automatically generated assessment report data and download the report data files(s) to the user's computer.

(4) Assessment Re-poll: Ability to optionally set a configurable poll-timeout interval. If a Facility does not respond to an Assessment Poll within the interval, the Facility is re-pollled automatically.

(5) Program Data: County access to all Program data in the existing format at any time.

(6) Program Reports: Reports capable of validating participant and system data to the County and users of the Program.

(7) A data reporting system that allows any and all data to be queried and reported by County.

6. **Program Staff Member**: Contractor will employ, and supervise, a full-time Program Consultant ("Program Staff Member") who will function among other things as a consultant-trainer and fill a quality control position, which includes responsibility for Program participant training, quality control and communication at the County hospital level.

Final selection of the Program Staff Member is subject to the mutual agreement of the parties, which agreement shall not be unreasonably withheld. Subject to further funding by the Hospital Preparedness Program (HPP) for the Program:

(a) Contractor and County mutually agree to continue employment, or alternatively select a new Program Staff Member consistent with this position upon such funding and allocation by the County;

(b) The rate for services performed hereunder by the Program Staff Member is set forth in Exhibit C, Fees, and Attachment I-C, Fee Schedule.

(c) In the event HPP funding for the Program cease, there shall be no corresponding adjustment and County must provide a ninety (90) calendar day notice of any such change to Contractor.

7. **CONSULTANT'S SCOPE OF WORK** includes training, quality control and communication such as below:

(a) **Training**: Develop and deliver a Hospital Training Module; provide ReddiNet® related assistance applicable to training, upon mutual agreement by EMS and Contractor; and conduct training sessions for hospital and County Program participants with refresher/ turnover training as needed.

(b) **Quality Control**: Develop and implement quality control measures, reporting and corrective action plans; track and document data accuracy rates, turnaround time, and completion rates; identify data source(s) in each hospital; identify and document errors, corrective actions and improvement rates; and publish accuracy, turnaround, completion and improvement rates.

(c) **Communications**:

(1) Provide a mechanism to communicate program status, updates and educational information between County and hospitals;

(2) Attend and participate in relevant County and Contractor Meetings;

(3) Serve as a technical and program liaison between hospitals, Contractor and the County;

(4) Provide reports to County as requested on number of hospitals trained, number of individuals trained, department affiliations for those trained;

(5) Accuracy, turnaround, completion and improvement rates;  
and

(6) Corrective actions identified and taken.

(d) **Data Collection**: Perform additional activities relevant to biosurveillance data collection, upon mutual agreement by EMS and Contractor.



**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE: DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, as referenced in Attachment I, Certifications, hereinbelow. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685- 1686), which prohibits

discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §~794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40

U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §~276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally assisted construction.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EQ 11738; (c) protection of wetland pursuant to EQ 11990; (d) evaluation of flood hazards in floodplains in accordance with EQ 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EQ

11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974(16 U.S.C. §~469a-1 etseq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT**

**CONTRACT FOR: REDDINET® EMERGENCY COMMUNICATION SYSTEM**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA**

CONTRACTOR NAME

Contract No. \_\_\_\_\_ Employee Name: \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**CONTRACT FOR: REDDINET® EMERGENCY COMMUNICATIONS SYSTEM**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA**  
**CONTRACTOR NAME**

Contract No. \_\_\_\_\_ Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name: HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

**CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE**  
**UNDER THE HEALTH INSURANCE PORTABILITY**  
**AND ACCOUNTABILITY ACT OF 1996**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.



- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or Sub-Contractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple ST.  
Suite 525  
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subContractors.

*[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]*

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **OBLIGATION OF COVERED ENTITY**

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **TERM AND TERMINATION**

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2),

2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subContractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### **MISCELLANEOUS**

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of SubContractors and Agents. Business Associate shall require each of its agents and subContractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subContractor to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to a another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph. from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

**CONTRACTOR'S EEO CERTIFICATION**\_\_\_\_\_  
Company Name\_\_\_\_\_  
Address\_\_\_\_\_  
Internal Revenue Service Employer**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION		YES	NO
1.	Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2.	Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3.	Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4.	When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Name of Signer (Please print)\_\_\_\_\_  
Title of Signer